injury was caused by the wrongful act of a "stranger", section 18(b) provides that the wrong-doer should not escape the consequences of his wrongful act by giving the workman's employer an entitlement to be indemnified by the wrong-doer in respect of the compensation which he has paid.

The general object of the Act was to make the employer, irrespective of fault, liable to pay compensation for injuries sustained in the employment. Sections 6 and 7 and the Third Schedule to the Act are part of the scheme for compensation. They prescribe the amount of compensation that has to be paid by the employer and for whose benefit the compensation is payable. Section 18 is another part of the scheme. It provides that the workman's common law rights are not affected, it provides against the possibility of the workman obtaining both damages and compensation and, lastly, it provides an indemnity for the employer who has paid compensation by the person who is responsible in law for the injury to the workman which has caused the employer to be liable to pay compensation.

In our opinion, giving the language of section 18 its natural meaning in the context of the Act as a whole, the indemnity which the employer is entitled to is of the whole amount of the compensation which the person who is responsible in law for the injury has caused him to pay. There is no ambiguity in the language of section 18(b) and there is nothing in the language of section 18 to suppose that it is intended that the amount of indemnity which the employer is entitled to is to be at large to be settled in an action.

Accordingly, the appeal is dismissed with costs.

Appeal dismissed.

Solicitors: *Chan, Goh & Co.; Cooma, Lau & Loh.*

SHARMA LAL CHAND v. GHAN SHYAM RAI

[O.C.J. (Sinnathuray J.) October 5, 1979]
[Singapore — Motion in Suit No. 2747 of 1979]

Societies — Meetings — Association run by management committee — Secretary instructed by committee to convene annual general meeting — Notice issued by secretary to postpone meeting — Whether secretary had the right to do so.

The association in this case was run by a management committee. On July 15, 1979 a meeting was held whereby the said committee had agreed to convene an annual general meeting on August 26, 1979. Pursuant to this, the honorary secretary, the plaintiff in this case, was instructed to take steps for the annual general meeting to be held on that day. On August 23, the secretary had issued a notice of postponement of the said meeting. Despite this notice, members turned up on August 26, 1979 and a meeting was held, because the day prior to that, on August 25, the President of the Association issued a notice stating that the annual general meeting was to be held as scheduled.

Pursuant to an *ex-parte* application made by the plaintiff and heard on September 15, 1979, the learned judge issued an interim injunction ordering that the defendant (the present secretary of the association who was elected at that meeting which took place on August 26) to cease acting as the honorary secretary of the association. The judge also ordered that the plaintiff be reinstated as honorary secretary.

The plaintiff claimed that he acted as he did because the membership list and the accounts from January to July 1979 were not ready.

Held: the association was managed by a management committee and the secretary had therefore no right to postpone the meeting which the committee had decided to convene. The interim injunction must therefore be dissolved.

MOTION IN SUIT.

E.J. D'Souza for the plaintiff.

Joe Chellam for the defendant.

Cur. Adv. Vult.

Sinnathuray J. (delivering oral judgment): The Arya Samaj Singapore is an association. It owns a building in Syed Alwi Road. There is a temple in this building and priests are employed by the association. The association also runs a school. For that purpose it employs a teacher.

The association is run by a management committee consisting of 15 members who are elected at annual general meetings. For the year 1978 it had a full committee, but I am told from the Bar that one had resigned and at the material time the management committee consisted of 14 members.

There was a management committee meeting on 15th of July 1979. At that meeting a decision was taken to convene an annual general meeting scheduled for the 26th of August, 1979 which incidentally was well beyond the time stipulated in the rules of the association for the holding of the annual general meeting for the year 1979. Pursuant to that meeting, the honorary secretary was instructed to take steps for the annual general meeting to be held on that day.

In the course of preparing for that meeting, on 19th of August, 1979, the secretary sent a letter to the treasurer requesting, in particular, for the secretary to be furnished with a list of paid up members and those who were in arrears of their subscriptions. It is relevant to mention that in this letter, the secretary also asked the treasurer for the accounts to be prepared and completed up to the 31st of July, 1979. As regards this latter matter, under the rules of the association and the agenda which was issued, the annual general meeting was only to consider and approve the audited statement of accounts for the year ended 1978. The response from the treasurer was by way of a letter, which I need not refer to, but it is clear that the secretary and the treasurer were certainly not on cordial terms. Then a surprising event occurred.

On 23rd of August the secretary issued a notice to all members headed: "Notice of postponement of the annual general meeting to be held on 26th of August, 1979." The relevant portion reads:

"With much regret I am compelled to serve Notice hereby that the Annual General Meeting to be held on August 26, 1979, is being hereby postponed."

And the reasons are thereafter set out. Despite this notice, members turned up on 26th of August, 1979 and a meeting was held. It was because the day prior to that, on the 25th of August, the president of the association issued a notice, which is exhibit "A" in the defendant's affidavit. I will read it:

"Notice of Annual General Meeting of Arya Samaj. This is to notify all members of Arya Samaj that the Annual General Meeting Scheduled to be held on Sunday, August 26, 1979 at 1.30 p.m. at the Samaj's Premises will be held accordingly. All members are requested to attend the meeting."

So then, members attended the meeting knowing that all was not well in the management committee.

There is another matter I should refer to and that is on the day of the meeting eight members of the management committee wrote a letter to the president. It states:

"We, the members of the outgoing Management Committee do not accept the contents of the circular sent by the Hon. General Secretary who unilaterally cancelled the Annual General Meeting scheduled to be held today i.e. August 26, 1979. The Hon. General Secretary sent the circular to the members on his own initiation which is unpardonable. We want the Annual General Meeting to be held today."

Those then are the relevant facts.

On 17th of September, 1979, the plaintiff, the secretary, commenced the present proceedings in which he seeks declarations and an injunction. Then through his solicitor, he took out an *ex parte* application for an interim injunction in respect of some of the complaints made in the statement of claim. For that hearing he filed an affidavit dated September 15, 1979. Acting on that affidavit, the learned judge who heard the *ex parte* application on 18th of September ordered that the defendant (the present secretary of the association who was elected at that meeting which took place on 26th of August) do forthwith cease acting or from holding office as the Hon. Secretary of Arya Samaj Singapore or holding himself out as the Honorary General Secretary of the association; that the association do forthwith reinstate the plaintiff's name as Honorary Secretary; that the defendant be restrained from acting or holding himself out as Honorary General Secretary; and, certain other consequential orders. It would appear that the judge made those orders because of what the plaintiff affirmed in paragraph 6 of his affidavit. It reads:

"Despite the said Notice of Postponement of the said Annual General Meeting some members turned up at the premises of the Samaj on the 26th day of August 1979 at about 1.30 p.m. The President of the Samaj Ram Labhaya Seth informed the members who were present there that the meeting had to be postponed to a week later as I have not received the account books and the list of paid up members and members who were in arrears."

Now, since that hearing, the defendant has entered appearance and has filed an affidavit in reply to that affidavit.

What clearly emerges is the fact, as I have said, that the president, the day before the meeting, had expressly cancelled the notice that had been sent by the secretary. And, as I have said, there was a meeting.

It is submitted for the plaintiff that he acted as he did because certain matters were not ready i.e. the membership list and the accounts from January to July 1979. The issue before me is: Had the secretary the right to postpone the meeting? The answer is an emphatic No.

Both counsel have drawn my attention to the rules of the association. They are the usual common rules as are to be found in any other association. Like any other association, this association is managed by a management committee. The rules prescribe that it is the management committee that decides on matters relating to an annual general meeting; and the management committee directs the secretary to call for it. This was done. Yet for some obscure reason the secretary goes out of his way to cancel that meeting. He has no right to do it. That is all that this case is about. If the full facts had been disclosed to the learned judge who made the interim injunction, I am certain he would not have granted it. The interim injunction is accordingly dissolved and the plaintiff is condemned in costs.

Order accordingly.

Solicitors: *Edwin J. D'Souza & Co.; Joe Chellam.*